

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION**

LARRY HENRY, individually and on behalf)
of all others similarly situated,)

Plaintiff,)

v.)

CNX RESOURCES CORP.,)

Defendant.)

Case No. 2:20-cv-00553-PLD

DECLARATION OF LUKE BEEBE

I, Luke Beebe, pursuant to 28 U.S.C. § 1746, hereby affirm that I am over 18 years of age and am competent to make the following Declaration.

1. I am personally familiar with the matters and things contained herein, and I authorize the use of this Declaration for all purposes allowed by law.

2. I am currently the Director of Drilling of CNX Resources Corporation (“CNX”).

3. CNX is an oil and gas exploration and production company. CNX is known as an “Operator” within the oil and gas industry.

4. Through Master Service Agreements (“MSAs”), CNX contracts with Consultancy Firms to utilize independent oilfield professionals who provide expert consulting services on a project-to-project, as-needed basis. These professionals are known as “Consultants” within the oil and gas industry.

5. CNX does not contract directly with these Consultants.

6. Rather, CNX contracts with Consultancy Firms and the Consultancy Firms furnish qualified Consultants to consult on specific projects.

7. CNX does not pay these Consultants.

8. Consultants are free to turn down any projects offered to them without adverse consequence or repercussion.

9. The Consultancy Firm provides an important service for CNX so that it can be efficient. For example, the Consultancy Firm processes and pays each invoice for all of its Consultants performing services for CNX and then sends CNX an aggregated bill after doing so. This way, CNX only has to process one payment, instead of many individual invoices.

10. Consultancy firms also screen Consultants, ensure they are qualified, and, upon information and belief, provide the Consultants with general commercial liability insurance.

11. Larry Henry, the plaintiff in this matter, was placed with CNX through New Tech Global Ventures, LLC (“New Tech”), a Consultancy Firm.

12. More specifically, Mr. Henry offered his expert services as a wellsite supervisor from June 2018 to May 2019.

13. In his capacity as a wellsite supervisor, Mr. Henry was an independent contractor who provided expert project-management services on CNX well sites and pads and managed the drilling plan.

14. Upon information and belief, Mr. Henry provided his services to CNX pursuant to and in accordance with the duties and responsibilities set forth in the Marketing Agreement he signed with New Tech.

15. CNX did not pay Mr. Henry. Rather, Mr. Henry invoiced New Tech for his work on CNX’s gas rig, and then New Tech paid Mr. Henry. New Tech then invoiced CNX and CNX paid New Tech for Mr. Henry’s consultant services.

16. CNX and New Tech entered into an MSA on or about March 27, 2014. At the time, CNX was f/k/a CONSOL Energy, Inc.

17. New Tech incorporates the MSA's terms into the contract it executes with its consultants.

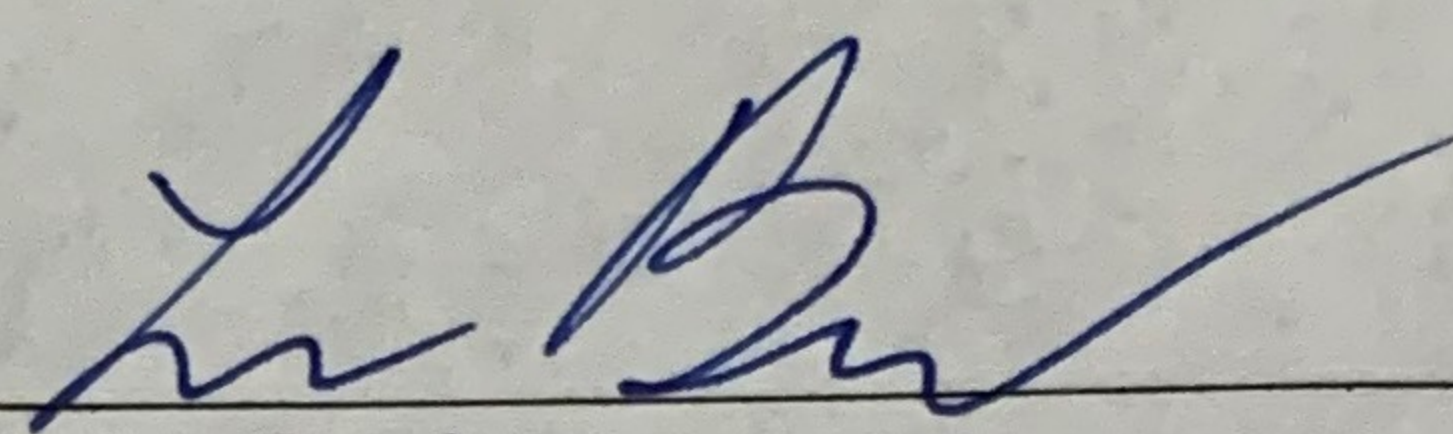
18. Had Mr. Henry not contracted with New Tech, been screened by New Tech, ran his invoices through New Tech, or been insured by New Tech, he would have been ineligible to provide independent consulting services to CNX.

19. CNX did not hire or fire Mr. Henry; CNX did not train Mr. Henry but rather allowed him to provide consulting services due to his expertise as a well site supervisor; CNX did not provide any benefits to Mr. Henry and did not supervise him. Mr. Henry largely set his own schedule.

[SIGNATURE ON FOLLOWING PAGE]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND
CORRECT.

This 26 th day of May 2020,



Luke Beebe